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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NOV 22 2022

SEAN F. MAVOY, CLERK
DEPUTY
SPOKANE, WASHINGTON

7 UNITED STATES DISTRICT COURT
8 FOR THE EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

Case No.: 2:22-cr-00083-TOR-2

10 Plaintiff,

Plea Agreement

11 v.
12

13 OPAL ANN MCCLURE,

14 Defendant.
15

16 Plaintiff United States of America, by and through Vanessa R. Waldref,
17 United States Attorney the Eastern District of Washington, and Richard R. Barker,
18 Assistant United States Attorney for the Eastern District of Washington, and
19 Defendant Opal Ann McClure ("Defendant"), both individually and by and
20 through Defendant's counsel, Zachary Lynn Ayers, agree to the following Plea
21 Agreement.

22 1. Guilty Plea and Maximum Statutory Penalties

23 Defendant agrees to enter a plea of guilty to Count 1 of the Superseding
24 Indictment filed on October 18, 2022, which charges Defendant with passing
25 counterfeit currency, in violation of 18 U.S.C. § 472, a Class C felony.

26 Defendant understands that the following potential penalties apply:

- 27 a. a term of imprisonment up to 20 years;
28 b. a term of supervised release up to three years;

- c. a fine of up to \$250,000;
- d. restitution; and
- e. a \$100 special penalty assessment.

2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony, and/or
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;

- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

4. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

5. Waiver of Constitutional Rights

1 Defendant understands that by entering this guilty plea, Defendant is
2 knowingly and voluntarily waiving certain constitutional rights, including the
3 following:

- 4 a. the right to a jury trial;
- 5 b. the right to see, hear and question the witnesses;
- 6 c. the right to remain silent at trial;
- 7 d. the right to testify at trial; and
- 8 e. the right to compel witnesses to testify.

9 While Defendant is waiving certain constitutional rights, Defendant
10 understands that Defendant retains the right to be assisted by an attorney through
11 the sentencing proceedings in this case and any direct appeal of Defendant's
12 conviction and sentence, and that an attorney will be appointed at no cost if
13 Defendant cannot afford to hire an attorney.

14 Defendant understands and agrees that any defense motions currently
15 pending before the Court are mooted by this Plea Agreement, and Defendant
16 expressly waives Defendant's right to bring any additional pretrial motions.

17 6. Elements of the Offense

18 The United States and Defendant agree that in order to convict Defendant of
19 Passing Counterfeit Currency, in violation of 18 U.S.C. § 472, the United States
20 would have to prove the following beyond a reasonable doubt.

21 *First*, on or about March 9, 2019, in the Eastern District of Washington,
22 Defendant knowingly passed two (2) falsely made, forged, and counterfeited
23 \$50 Federal Reserve Notes (FRNs) bearing serial number ME36118668A, to
24 the Super Wash Laundromat in Spokane Washington;
25 *Second*, Defendant knew the FRNs were counterfeit;
26 *Third*, Defendant acted with intent to defraud.

27 7. Factual Basis and Statement of Facts

1 The United States and Defendant stipulate and agree to the following: the
2 facts set forth below are accurate; the United States could prove these facts beyond
3 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
4 Defendant's guilty plea.

5 The United States and Defendant agree that this statement of facts does not
6 preclude either party from presenting and arguing, for sentencing purposes,
7 additional facts that are relevant to the Sentencing Guidelines computation or
8 sentencing, unless otherwise prohibited in this Plea Agreement.

9 On March 9, 2019, MCCLURE and BACON passed two \$50 counterfeit
10 Federal Reserve Notes at the Super Wash Laundromat located at 1632 West 2nd
11 Avenue in Spokane. The clerk who received the counterfeit notes, identified both
12 MCCLURE and BACON, who were together, as the individuals who passed the
13 notes from the surveillance video at the Super Wash Laundromat.

14 In subsequent statements to law enforcement, both MCCLURE and BACON
15 admitted to passing counterfeit notes. According to MCCLURE, she obtained the
16 counterfeit notes from JOSHUA MCFARLAND.

17 8. The United States' Agreements

18 The United States Attorney's Office for the Eastern District of Washington
19 agrees that at the time of sentencing, the United States will move to dismiss Count
20 5 of the Superseding Indictment filed on October 18, 2022, which charges
21 Defendant with Failure to Appear after Pretrial Release, in violation of 18 U.S.C.
22 § 3146(a)(1), (b)(1)(A)(i).

23 The United States Attorney's Office for the Eastern District of Washington
24 agrees not to bring additional charges against Defendant based on information in
25 its possession at the time of this Plea Agreement that arise from conduct that is
26 either charged in the Superseding Indictment or identified in discovery produced in
27 this case, unless Defendant breaches this Plea Agreement before sentencing.

28 9. United States Sentencing Guidelines Calculations

1 Defendant understands and acknowledges that the United States Sentencing
2 Guidelines (“U.S.S.G.” or “Guidelines”) apply and that the Court will determine
3 Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines.
4 The United States and Defendant agree to the following Guidelines calculations.

5 a. Base Offense Level

6 The United States and the Defendant agree that the base offense level for
7 Passing Counterfeit Currency is 9. U.S.S.G. § 2B5.1(a).

8 b. Acceptance of Responsibility

9 The United States will recommend that Defendant receive a two-level
10 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.
11 § 3E1.1(a) if Defendant does the following:

- 12 i. accepts this Plea Agreement;
- 13 ii. enters a guilty plea at the first Court hearing that takes
14 place after the United States offers this Plea Agreement;
- 15 iii. demonstrates recognition and affirmative acceptance of
16 Defendant’s personal responsibility for Defendant’s
17 criminal conduct;
- 18 iv. provides complete and accurate information during the
19 sentencing process; and
- 20 v. does not commit any obstructive conduct.

21 The United States and Defendant agree that at its option and on written
22 notice to Defendant, the United States may elect not to recommend a reduction for
23 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
24 charged with, or convicted of, any criminal offense, or if Defendant tests positive
25 for any controlled substance.

26 c. No Other Agreements

27 The United States and Defendant have no other agreements regarding the
28 Guidelines or the application of any Guidelines enhancements, departures, or

1 variances. Defendant understands and acknowledges that the United States is free
2 to make any sentencing arguments it sees fit, including arguments arising from
3 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed
4 pursuant to this Agreement, and Defendant's relevant conduct.

5 d. Criminal History

6 The United States and Defendant have no agreement and make no
7 representations about Defendant's criminal history category, which will be
8 determined by the Court after the United States Probation Office prepares and
9 discloses a Presentence Investigative Report.

10 10. Incarceration

11 The United States agrees to recommend a sentence no higher than six
12 months' incarceration. Defendant may recommend any legal sentence.

13 11. Supervised Release

14 The United States and Defendant each agree to recommend 3 years of
15 supervised release. Defendant agrees that the Court's decision regarding the
16 conditions of Defendant's Supervised Release is final and non-appealable; that is,
17 even if Defendant is unhappy with the conditions of Supervised Release ordered by
18 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
19 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
20 sentence, or any term of Supervised Release.

21 The United States and Defendant agree to recommend that in addition to the
22 standard conditions of supervised release imposed in all cases in this District, the
23 Court should also impose the following conditions:

- 24 a. The United States Probation Officer may conduct, upon
25 reasonable suspicion, and with or without notice, a search of
26 Defendant's person, residences, offices, vehicles, belongings,
27 and areas under Defendant's exclusive or joint control.
28

1 b. Defendant shall participate and complete such drug testing and
2 drug treatment programs as the Probation Officer directs.

3 c. Defendant shall complete mental health evaluations and
4 treatment, including taking medications prescribed by the
5 treatment provider. Defendant shall allow reciprocal release of
6 information between the Probation Officer and the treatment
7 provider. Defendant shall contribute to the cost of treatment
8 according to the Defendant's ability.

9 12. Criminal Fine

10 The United States and Defendant may make any recommendation
11 concerning the imposition of a criminal fine. Defendant acknowledges that the
12 Court's decision regarding a fine is final and non-appealable; that is, even if
13 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for
14 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea
15 Agreement, or appeal Defendant's conviction, sentence, or fine.

16 13. Judicial Forfeiture

17 Defendant agrees to voluntarily forfeit and relinquish to the United States all
18 right, title and interest in all assets listed herein, and hereby agrees to execute any
19 and all forms and pleadings necessary to effectuate such forfeiture of assets,
20 including, but not limited to all counterfeits of any coins, obligation, or other
21 Securities of the United States. Defendant stipulates that Defendant is the sole
22 owner of the assets listed above and that no one else has an interest in these assets.

23 Defendant acknowledges that the assets listed above, which Defendant is
24 agreeing to forfeit, are subject to forfeiture as property used or intended to be used
25 in any manner or part to commit or to facilitate the commission of the offense to
26 which Defendant is pleading guilty.

1 Defendant agrees to take all steps requested by the United States to pass
2 clear title to these assets to the United States, and to testify truthfully in any
3 forfeiture proceeding.

4 Defendant agrees to hold harmless all law enforcement agents/officers, and
5 the United States, its agents, and its employees from any claims whatsoever arising
6 in connection with the seizure and/or forfeiture of the assets listed above.

7 Defendant waives further notice of any federal, state or local proceedings
8 involving the forfeiture of the seized assets that Defendant is agreeing to forfeit in
9 this Plea Agreement.

10 Defendant waives all constitutional, equitable and statutory challenges in
11 any manner (including direct appeal, habeas corpus, or any other means) to any
12 forfeiture carried out in accordance with this Plea Agreement on any grounds,
13 including that the forfeiture constitutes an excessive fine or punishment.

14 Defendant knowingly and voluntarily waives Defendant's right to a jury trial
15 on the forfeiture of these assets.

16 Defendant waives oral pronouncement of forfeiture at the time of
17 sentencing, and any defects that may pertain to forfeiture.

18 14. Mandatory Special Penalty Assessment

19 Defendant agrees to pay the \$100 mandatory special penalty assessment to
20 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.
21 § 3013.

22 15. Restitution

23 The United States and Defendant agree that restitution is appropriate and
24 mandatory, without regard to Defendant's economic situation, to identifiable
25 victims, including the Super Wash Laundromat, who have suffered physical injury
26 or pecuniary loss, pursuant to 18 U.S.C. §§ 3663A, 3664.

27 Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay
28 restitution for all losses caused by Defendant's individual conduct, in exchange for

1 the United States not bringing additional potential charges, regardless of whether
2 counts associated with such losses will be dismissed as part of this Plea
3 Agreement. With respect to restitution, the United States and Defendant agree to
4 the following:

5 a. Restitution Amount and Interest

6 The United States and Defendant stipulate and agree that, pursuant to 18
7 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in an amount
8 to be determined at the time of sentencing or a hearing on restitution, and that any
9 interest on this restitution amount, if any, should be waived.

10 b. Payments

11 To the extent restitution is ordered, the United States and Defendant agree
12 that the Court will set a restitution payment schedule based on Defendant's
13 financial circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant
14 agrees to pay not less than 10% of Defendant's net monthly income towards
15 restitution.

16 c. Treasury Offset Program and Collection

17 Defendant understands the Treasury Offset Program ("TOP") collects
18 delinquent debts owed to federal agencies. If applicable, the TOP may take part or
19 all of Defendant's federal tax refund, federal retirement benefits, or other federal
20 benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C.
21 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

22 Defendant understands that the United States may, notwithstanding the
23 Court-imposed payment schedule, pursue other avenues to ensure the restitution
24 obligation is satisfied, including, but not limited to, garnishment of available funds,
25 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

26 Nothing in this acknowledgment shall be construed to limit Defendant's
27 ability to assert any specifically identified exemptions as provided by law, except
28 as set forth in this Plea Agreement.

1 Until Defendant's fine and restitution obligations are paid in full, Defendant
2 agrees fully to disclose all assets in which Defendant has any interest or over
3 which Defendant exercises control, directly or indirectly, including those held by a
4 spouse, nominee or third party.

5 Until Defendant's fine and restitution obligations are paid in full, Defendant
6 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
7 Office to access records to verify the financial information.

8 d. Notifications and Waivers

9 Defendant agrees to notify the Court and the United States of any material
10 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,
11 changed employment, or income increases) that might affect Defendant's ability to
12 pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United
13 States of any address change within 30 days of that change. 18 U.S.C.
14 § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution
15 obligations are paid in full.

16 Defendant acknowledges that the Court's decision regarding restitution is
17 final and non-appealable; that is, even if Defendant is unhappy with the amount of
18 restitution ordered by the Court, that will not be a basis for Defendant to withdraw
19 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal
20 Defendant's conviction, sentence, or restitution order.

21 16. Payments While Incarcerated

22 If Defendant lacks the financial resources to pay the monetary obligations
23 imposed by the Court, Defendant agrees to earn money toward these obligations by
24 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

25 17. Additional Violations of Law Can Void Plea Agreement

26 The United States and Defendant agree that the United States may, at its
27 option and upon written notice to the Defendant, withdraw from this Plea
28 Agreement or modify its sentencing recommendation if, prior to the imposition of

1 sentence, Defendant is charged with or convicted of any criminal offense or tests
2 positive for any controlled substance.

3 18. Waiver of Appeal Rights

4 Defendant understands that Defendant has a limited right to appeal or
5 challenge Defendant's conviction and the sentence imposed by the Court.

6 Defendant expressly waives all of Defendant's rights to appeal Defendant's
7 conviction and the sentence the Court imposes.

8 Defendant expressly waives Defendant's right to appeal any fine, term of
9 supervised release, or restitution order imposed by the Court.

10 Defendant expressly waives the right to file any post-conviction motion
11 attacking Defendant's conviction and sentence, including a motion pursuant to 28
12 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
13 information not now known by Defendant and which, in the exercise of due
14 diligence, Defendant could not know by the time the Court imposes sentence.

15 Nothing in this Plea Agreement shall preclude the United States from
16 opposing any post-conviction motion for a reduction of sentence or other attack
17 upon the conviction or sentence, including, but not limited to, writ of habeas
18 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

19 19. Compassionate Release

20 In consideration for the benefits Defendant is receiving under the terms of
21 this Plea Agreement, Defendant expressly waives Defendant's right to bring any
22 motion for Compassionate Release other than a motion arising from one of the
23 specific bases set forth in this paragraph of this Plea Agreement. The United States
24 retains the right to oppose, on any basis, any motion Defendant files for
25 Compassionate Release.

26 The only bases on which Defendant may file a motion for Compassionate
27 Release in the Eastern District of Washington are the following:

28 a. Medical Condition of Defendant

- 1 i. Defendant is suffering from a terminal illness (i.e., a
2 serious and advanced illness with an end of life
3 trajectory). A specific prognosis of life expectancy (i.e.,
4 a probability of death within a specific time period) is not
5 required. Examples include metastatic solid-tumor
6 cancer, amyotrophic lateral sclerosis (ALS), end-stage
7 organ disease, and advanced dementia; or
8 ii. Defendant is suffering from a serious physical or medical
9 condition, a serious functional or cognitive impairment,
10 or deteriorating physical or mental health because of the
11 aging process that substantially diminishes the ability of
12 the defendant to provide self-care within the environment
13 of a correctional facility and from which Defendant is not
14 expected to recover.

15 b. Age of Defendant

- 16 i. Defendant is at least 65 years old, is experiencing a
17 serious deterioration in physical or mental health because
18 of the aging process; and has served at least 10 years or
19 75 percent of Defendant's term of imprisonment,
20 whichever is less; or
21 ii. Defendant is at least 70 years old and has served at least
22 30 years in prison pursuant to a sentence imposed under
23 18 U.S.C. § 3559(c) for the offense or offenses for which
24 Defendant is imprisoned.

25 c. Family Circumstances

- 26 i. The caregiver of Defendant's minor child or children has
27 died or become incapacitated, and Defendant is the only
28

1 available caregiver for Defendant's minor child or
2 children; or

- 3 ii. Defendant's spouse or registered partner has become
4 incapacitated, and Defendant is the only available
5 caregiver for Defendant's spouse or registered partner.

6 d. Subsequent Reduction to Mandatory Sentence

- 7 i. Defendant pleaded guilty to an offense which, on the date
8 of Defendant's guilty plea, carried a mandatory minimum
9 sentence; and
10 ii. after the entry of judgment, the length of the mandatory
11 minimum sentence for Defendant's offense of conviction
12 was reduced by a change in the law; and
13 iii. the application of the reduced mandatory minimum
14 sentence would result in Defendant receiving a lower
15 overall sentence.

16 e. Ineffective Assistance of Counsel

- 17 i. Defendant seeks Compassionate Release based on a
18 claim of ineffective assistance of counsel arising from
19 information that Defendant both
20 1. did not know at the time of Defendant's guilty
21 plea, and
22 2. could not have known, in the exercise of due
23 diligence, at the time the Court imposed sentence.

24 20. Withdrawal or Vacatur of Defendant's Plea

25 Should Defendant successfully move to withdraw from this Plea Agreement
26 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
27 under any circumstance, then:

- 28 a. this Plea Agreement shall become null and void;

- b. the United States may prosecute Defendant on all available charges;
- c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging instrument, or were not charged because of this Plea Agreement; and
- d. the United States may file any new charges that would otherwise be barred by this Plea Agreement.

The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

Defendant agrees to waive any objections, motions, and defenses Defendant might have to the United States' decision about how to proceed, including a claim that the United States has violated Double Jeopardy.

Defendant agrees not to raise any objections based on the passage of time, including but not limited to, alleged violations of any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment.

21. Integration Clause

The United States and Defendant acknowledge that this document constitutes the entire Plea Agreement between the United States and Defendant, and no other promises, agreements, or conditions exist between the United States and Defendant concerning the resolution of the case.


This Plea Agreement is binding only on the United States Attorney's Office for the Eastern District of Washington, and cannot bind other federal, state, or local authorities.

The United States and Defendant agree that this Agreement cannot be modified except in a writing that is signed by the United States and Defendant.

Approvals and Signatures

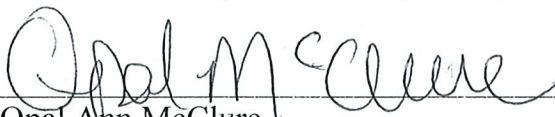
1 Agreed and submitted on behalf of the United States Attorney's Office for
2 the Eastern District of Washington.

3 Vanessa R. Waldref
4 United States Attorney

5 
6 Richard R. Barker
7 Assistant United States Attorney


11/22/22
Date

8
9
10 I have read this Plea Agreement and I have carefully reviewed and discussed
11 every part of this Plea Agreement with my attorney. I understand the terms of this
12 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and
13 voluntarily. I have consulted with my attorney about my rights, I understand those
14 rights, and I am satisfied with the representation of my attorney in this case. No
15 other promises or inducements have been made to me, other than those contained
16 in this Plea Agreement. No one has threatened or forced me in any way to enter
17 into this Plea Agreement. I agree to plead guilty because I am guilty.

18 
19 Opal Ann McClure
20 Defendant

11-22-22
Date

21 I have read the Plea Agreement and have discussed the contents of the
22 agreement with my client. The Plea Agreement accurately and completely sets
23 forth the entirety of the agreement between the parties. I concur in my client's
24 decision to plead guilty as set forth in the Plea Agreement. There is no legal
25 reason why the Court should not accept Defendant's guilty plea.

26 
27 Zachary Lynn Ayers
28 Attorney for Defendant

11-22-2022
Date